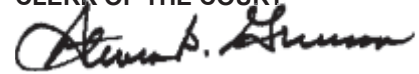


# **EXHIBIT A**

All Process, Pleadings  
and Orders  
(Jay Gelizon v. Samsung  
Electronics of America, Inc.  
A-22-857862-C; Dept. 3)

**EXHIBIT A**

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Steven D. Grierson  
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Michael Kind, Esq.  
Nevada Bar No. 13903  
**KIND LAW**  
8860 South Maryland Parkway, Suite 106  
Las Vegas, NV 89123  
Phone: (702) 337-2322  
FAX: (702) 329-5881  
Email: mk@kindlaw.com

CASE NO: A-22-857862-C  
Department 3

Bryan Paul Thompson, Esq. (*pro hac vice to be submitted*)  
Robert W. Harrer, Esq. (*pro hac vice to be submitted*)  
**CHICAGO CONSUMER LAW CENTER, P.C.**  
Cook County Firm No. 62709  
33 N. Dearborn St., Suite 400  
Chicago, Illinois 60602  
Phone: 312-858-3239  
FAX: 312-610-5646  
Email: bryan.thompson@cclc-law.com  
Email: rob.harrer@cclc-law.com  
*Attorneys for Plaintiff Jay Gelizon and on behalf of all others similarly situated*

**EIGHTH JUDICIAL DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

Jay Gelizon, individually and on behalf of  
all others similarly situated,

Plaintiff,

-VS.-

Samsung Electronics America, Inc.,  
Defendant.

CASE NO.

**CLASS ACTION Complaint for  
Damages Based on: (1) Negligence; (2)  
Invasion of Privacy; (3) Breach of  
Contract; and (4) Breach of Implied  
Contract**

**Jury Trial Demanded**

**Exempt from Arbitration: Class Action**

## Introduction

1. Defendant Samsung Electronics America, Inc. (“Samsung”) or (“Defendant”) failed to safeguard the confidential personal identifying information of Plaintiff Jay Gelizon (“Plaintiff”) and millions of individuals (“Class Members” or collectively as the “Class”). This class action is brought on behalf of Class Members whose personally identifiable information (“PII” or “Private Information”) was stolen by cybercriminals in a cyber-attack that accessed sensitive patient information through Defendant’s email accounts.
2. In July 2022, Defendant lost valuable PII regarding its customers due to unauthorized access from cybercriminals.
3. Defendant became aware of this breach on or about August 4, 2022, but waited until September 2, 2022, to inform its customers that their PII had been compromised.
4. Plaintiff and Class Members were not notified of the data breach until September 2022, more than a month after their information was first accessed.
5. The cybercriminals accessed insufficiently protected information belonging to Plaintiff and the Class Members. Upon information and belief, as a result of Defendant’s failure to properly secure Plaintiff’s and the Class Members’ personal information, the cybercriminals obtained extensive personal information including names, contact and demographic information, dates of birth, and product registration information, collectively known as personally identifiable information (“PII” or “Private Information”).
6. Plaintiff’s and Class Members’ sensitive personal information, which was entrusted to Defendant, its officials and agents, was compromised, unlawfully accessed, and stolen due to the Data breach.
7. As a result of Defendant’s actions and/or inaction, Plaintiff and the Class Members were harmed and must now take remedial steps to protect themselves from future loss. Indeed, Plaintiff and all of the Class Members are currently at a very high risk of misuse of their Private Information in the coming months and years, including but not limited to

1 unauthorized credit card charges, unauthorized access to email accounts, identity theft, and  
2 other fraudulent use of their financial accounts.

3 8. Defendant's wrongful actions and/or inaction constitute common law negligence, invasion  
4 of privacy by the public disclosure of private facts, breach of contract, and breach of implied  
5 contract.

6 9. Plaintiff brings this class action lawsuit on behalf of those similarly situated to address  
7 Defendant's inadequate safeguarding of Class Members' Private Information that they  
8 collected and maintained, and for failing to provide timely and adequate notice to Plaintiff  
9 and other Class Members that their information had been subject to the unauthorized access  
10 of an unknown third party.

11 10. Plaintiff, on behalf of himself and the Class seeks (i) actual damages, economic damages,  
12 emotional distress damages, statutory damages and/or nominal damages, (ii) exemplary  
13 damages, (iii) injunctive relief, and (iv) fees and costs of litigation.

#### 14 **Jurisdiction and Venue**

15 11. This Court has jurisdiction to hear this case.

16 12. Plaintiff is a resident of Clark County, Nevada.

17 13. Defendant is a corporation doing business in Clark County, Nevada.

18 14. Therefore, the Eighth Judicial District Court, Clark County, Nevada has personal  
19 jurisdiction over both Plaintiff and Defendant and subject matter jurisdiction pursuant to  
20 Article 6, Section 6 of the Nevada Constitution and NRS 4.370.

#### 21 **Parties**

22 15. Plaintiff is a natural person residing in Clark County, Nevada.

23 16. Defendant is corporation that provides, manufactures and sells consumer electronics and  
24 services, among other things. Defendant operates nationally, including in Nevada.

#### 25 **Factual Allegations**

26 17. Identity theft, which costs Americans billions of dollars a year, occurs when an individual's  
27 personal identifying information is used without his or her permission to commit fraud or  
28

1 other crimes. Victims of identity theft typically lose hundreds of hours dealing with the  
2 crime, and they typically lose hundreds of dollars.

3 18. According to the Federal Trade Commission (“FTC”):

4 Identity theft is serious. While some identity theft victims can resolve their  
5 problems quickly, others spend hundreds of dollars and many days repairing  
6 damage to their good name and credit record. Some consumers victimized  
7 by identity theft may lose out on job opportunities, or be denied loans for  
8 education, housing or cars because of negative information on their credit  
9 reports. In rare cases, they may even be arrested for crimes they did not  
10 commit.

11 19. The United States Government Accountability Office (“GAO”) has stated that identity  
12 thieves can use identifying data to open financial accounts and incur charges and credit in a  
13 person’s name. As the GAO has stated, this type of identity theft is the most damaging  
14 because it may take some time for the victim to become aware of the theft and can cause  
15 significant harm to the victim’s credit rating. Like the FTC, the GAO explained that victims  
16 of identity theft face “substantial costs and inconvenience repairing damage to their credit  
17 records” as well the damage to their “good name.”

18 20. Industry Standards highlight several basic cybersecurity safeguards that can be  
19 implemented to improve cyber resilience that require a relatively small financial investment  
20 yet can have a major impact on an organization’s cybersecurity posture including: (a) the  
21 proper encryption of Private Information; (b) educating and training employees on how to  
22 protect Private Information; and (c) correcting the configuration of software and network  
23 devices.

24 21. Identity theft crimes often encompass more than just immediate financial loss. Identity  
25 thieves often hold onto stolen personal and financial information for several years before  
26 using and/or selling the information to other identity thieves.

27 22. Accordingly, federal and state legislatures have passed laws to ensure companies protect  
28 the security of sensitive personally identifying confidential information, such as that  
29 wrongfully disclosed by Defendant.

23. The FTC has issued a publication entitled “Protecting Personal Information: A Guide for Business” (“FTC Report”). The FTC Report provides guidelines for businesses on how to develop a “sound data security plan” to protect against crimes of identity theft. To protect the personal sensitive information in their files, the FTC Report instructs businesses to follow, among other things, the following guidelines:

- a. Know what personal information you have in your files and on your computers;
- b. Keep only what you need for your business;
- c. Protect the information that you keep;
- d. Properly dispose of what you no longer need;
- e. Control access to sensitive information by requiring that employees use “strong” passwords; tech security experts believe the longer the password, the better; and
- f. Implement information disposal practices reasonable and appropriate to prevent an unauthorized access to personally identifying information.

24. The FTC Report also instructs companies that outsource any business functions to proactively investigate the data security practices of the outsourced company and examine their standards.

25. The Federal Trade Commission (“FTC”) has concluded that a company’s failure to maintain reasonable and appropriate data security for consumers’ sensitive personal information is an “unfair practice” in violation of the FTC Act. See, e.g., *FTC v. Wyndham Worldwide Corp.*, 799 F.3d 236 (3d Cir. 2015).

26. Upon information and belief, Defendant has policies and procedures in place regarding the safeguarding of confidential information they are entrusted with and Defendant failed to comply with those policies. Defendant also negligently failed to comply with industry standards or even implement rudimentary security practices, resulting in Plaintiff’s and the Class’ confidential information being substantially less safe than had this information been entrusted with other similar companies.

1 27. On or around September 2, 2022, Plaintiff and millions of Class Members received emailed  
2 letters from Defendant notifying them that Defendant learned of suspicious activity that  
3 allowed one or more cybercriminals to access their systems containing Plaintiff's and the  
4 Class' Personally Identifiable Information.

5 28. The criminals were able to access Plaintiff's and the Class' personal information because  
6 Defendant failed to take reasonable measures to protect the Personally Identifiable  
7 Information they collected and stored. Among other things, Defendant failed to implement  
8 data security measures designed to prevent this attack, despite repeated industry wide  
9 warnings about the risk of cyberattacks and the highly publicized occurrence of many  
10 similar attacks in the recent past.

11 29. Defendant's notice of Data breach was not just untimely but woefully deficient, failing to  
12 provide basic details, including but not limited to, how unauthorized parties accessed their  
13 accounts, whether the information was encrypted or otherwise protected, how they learned  
14 of the Data breach, whether the breach occurred system-wide, whether servers storing  
15 information were accessed, and how many individuals were affected by the Data breach.

16 30. As a result of Defendant's failure to properly secure Plaintiff's and the Class Members'  
17 personal identifying information, Plaintiff's and the Class Members' privacy has been  
18 invaded.

19 31. Defendant also refused to provide credit monitoring or other services to assist Plaintiff and  
20 the class members' in monitoring their credit to help avoid identity theft.

21 32. Moreover, all of this personal information is likely for sale to criminals on the dark web,  
22 meaning that unauthorized parties have accessed and viewed Plaintiff's and the Class  
23 Members' unencrypted, non-redacted information, including names, contact and  
24 demographic information, dates of birth, and product registration information, and more.

25 33. Armed with the Private Information accessed in the cyber-attack, data thieves can commit  
26 a variety of crimes including, e.g., opening new financial accounts in Class Members'  
27 names, taking out loans in Class Members' names, using Class Members' health  
28

1 information to target other phishing and hacking intrusions based on their individual health  
2 needs, using Class Members' information to obtain government benefits, filing fraudulent  
3 tax returns using Class Members' information, obtaining driver's licenses in Class  
4 Members' names but with another person's photograph, and giving false information to  
5 police during an arrest.

6 34. Given all of the information obtained, the criminals would also be able to create numerous  
7 fake accounts or phishing scams, as part of their identity theft operation.

8 35. As a direct and proximate result of Defendant's wrongful disclosure, criminals now have  
9 Plaintiff's and the Class Members' personal identifying information. Additionally, the  
10 disclosure makes Plaintiff and Class Members much more likely to respond to requests from  
11 Defendant or law enforcement agencies for more personal information, such as bank  
12 account numbers, login information or even Social Security numbers. Because criminals  
13 know this and are capable of posing as Defendant or law enforcement agencies, consumers  
14 like Plaintiff and fellow Class Members are more likely to unknowingly give away their  
15 sensitive personal information to other criminals.

16 36. Defendant's wrongful actions and inactions here directly and proximately caused the public  
17 disclosure of Plaintiff's and Class Members' personal identifying information without their  
18 knowledge, authorization and/or consent. As a further direct and proximate result of  
19 Defendant's wrongful actions and/or inaction, Plaintiff and Class Members have suffered,  
20 and will continue to suffer, damages including, without limitation, expenses for credit  
21 monitoring and identity theft insurance, out-of-pocket expenses, anxiety, emotional distress,  
22 loss of privacy, and other economic and non-economic harm.

23 37. As a further result of the data breach, Plaintiff and Class Members have been exposed to a  
24 substantial and present risk of fraud and identity theft. Plaintiff and Class Members must  
25 now and in the future closely monitor their financial accounts to guard against identity theft.

26 38. Names and dates of birth, combined with contact information like telephone numbers and  
27 email addresses, are very valuable to hackers and identity thieves as it allows them to access  
28  
29



1 users' other accounts. Thus, even if some information was not involved in the Data breach,  
2 the unauthorized parties could use Plaintiff's and Class Members' Private Information to  
3 access other information, including, but not limited to email accounts, government services  
4 accounts, e-commerce accounts, payment card information, and financial accounts, to  
5 engage in the fraudulent activity identified by Plaintiff.

6 39. As a direct and proximate result of the data breach, Plaintiff and Class Members have  
7 suffered and will continue to suffer damages and economic losses in the form of: the loss  
8 of time needed to take appropriate measures to avoid unauthorized and fraudulent charges;  
9 change their usernames and passwords on their accounts; investigate, correct and resolve  
10 unauthorized debits, charges, and fees charged against their accounts; and deal with spam  
11 messages and e-mails received as a result of the data breach. Plaintiffs and Class Members  
12 have likewise suffered and will continue to suffer an invasion of their property interest in  
13 their own Private Information such that they are entitled to damages for unauthorized access  
14 to and misuse of their Private Information from Defendant. Plaintiffs and Class Members  
15 presently and will continue to suffer from damages associated with the unauthorized use  
16 and misuse of their Private Information as thieves will continue to use the stolen information  
17 to obtain money and credit in their name for several years.

18 40. Defendant was at all times fully aware of its obligations to protect the Private Information  
19 of Plaintiff and Class Members. Plaintiff and Class Members would not have entrusted their  
20 Private Information to Defendant had they known that Defendant would fail to maintain  
21 adequate data security. Defendant was also aware of the significant repercussions that  
22 would result from their failure to do so.

23 41. While this matter has only recently been discovered, Plaintiff believes that through  
24 discovery additional information will be obtained including what additional information  
25 may have been compromised by Defendant's actions and inactions, what actions Defendant  
26 took or did not take to secure data, and other information regarding the data breach.

42. Accordingly, Plaintiff on behalf of himself and the Class, brings this action against Defendant seeking redress for their unlawful conduct.

**Class Action Allegations**

43. Pursuant to Nevada Rule of Civil Procedure 23 Plaintiff brings this class action on behalf of himself and the following Class of similarly situated individuals:

All persons whose sensitive personal information, including, but not limited to, names, contact and demographic information, dates of birth, and product registration information was obtained by an unauthorized individual or individuals from Defendant during the July 2022 data breach.

44. The Class specifically excludes Defendant and their officers, directors, and/or agents, the Court, and Court personnel.

45. The putative Class is comprised of thousands of persons, making joinder impracticable. The joinder of the Class Members is impractical and the disposition of their claims in the Class action will provide substantial benefits both to the parties and to the Court. The Class can be identified through Defendant's records or Defendant's agents' records.

46. The rights of each Class Member were violated in an identical manner as a result of Defendant's willful, reckless and/or negligent actions and/or inaction.

47. The questions of law and fact common to all Class Members, and which predominate over any questions affecting only individual Class Members, are as follows:

- a. Whether Defendant negligently failed to maintain and execute reasonable procedures designed to prevent unauthorized access to Plaintiff's and Class Members' personal identifying information;
- b. Whether Defendant was negligent in storing and failing to adequately safeguard Plaintiff's and Class Members' personal identifying information;
- c. Whether Defendant owed a duty to Plaintiff and Class Members to exercise reasonable care in protecting and securing their personal identifying information;

- d. Whether Defendant breached its duties to exercise reasonable care in failing to protect and secure Plaintiff's and Class Members' personal identifying information;
- e. Whether by disclosing Plaintiff's and Class Members' personal identifying information without authorization, Defendant invaded Plaintiff's and Class Members' privacy;
- f. Whether Defendant created an implied contract with Plaintiff and Class Members to keep their personal identifying information confidential; and
- g. Whether Plaintiff and Class Members sustained damages as a result of Defendant's failure to secure and protect their personal identifying information.

48. Plaintiff and his counsel will fairly and adequately represent the interests of Class Members. Plaintiff has no interests antagonistic to, or in conflict with, Class Members' interests. Plaintiff's attorneys are highly experienced in the prosecution of consumer class action, complex litigation and privacy breach cases.

49. Plaintiff's claims are typical of Class Members' claims in that Plaintiff's claims and Class Members' claims all arise from Defendant's wrongful disclosure of their personal identifying information and from Defendant's failure to properly secure and protect the same.

50. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation. Absent a class action, most class members would likely find that the cost of litigating their individual claim is prohibitively high and would therefore have no effective remedy. Defendant would retain the benefits of their wrongdoing despite its serious violations of the law.

51. The prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members, which would establish incompatible standards of conduct for Defendant. In contrast, the adjudication of this action as a class action presents far fewer management difficulties,

1 conserves judicial resources and the parties' resources, and protects the rights of each class  
2 member.

3 52. Defendant has acted or failed to act on grounds that apply generally to the Class as a whole,  
4 so that class certification, injunctive relief, and corresponding declaratory relief are  
5 appropriate on a class-wide basis.

6 53. Class certification, therefore, is appropriate pursuant to Rule 23 because the above common  
7 questions of law or fact predominate over any questions affecting individual Class  
8 Members, and a class action is superior to other available methods for the fair and efficient  
9 adjudication of this controversy.

10 **First Cause of Action**  
**Negligence**

11 54. Plaintiff repeats, re-alleges, and incorporates by reference all above paragraphs.

12 55. Upon Defendant's accepting and storing the Private Information of Plaintiff and the Class  
13 in its computer systems and on its networks, Defendant undertook and owed a duty to  
14 Plaintiff and the Class to exercise reasonable care to secure and safeguard that information  
15 and to use commercially reasonable methods to do so. Defendant knew that the Private  
16 Information was private and confidential and should be protected as private and  
17 confidential.

18 56. Defendant owed a duty of care not to subject Plaintiff's and the Class' Private Information  
19 to an unreasonable risk of exposure and theft because Plaintiff and the Class were  
20 foreseeable and probable victims of any inadequate security practices.

21 57. It was reasonably foreseeable that Defendant's failure to exercise reasonable care in  
22 safeguarding and protecting Plaintiff's and Class Members' personal identifying  
23 information would result in an unauthorized third-party gaining access to such information  
24 for no lawful purpose, and that such third parties would use Plaintiff's and Class Members'  
25 personal identifying information for malevolent and unlawful purposes, including the  
26 commission of direct theft and identity theft.

58. Defendant knew, or should have known, of the risks inherent in collecting, storing, and sharing Private Information amongst themselves and the importance of adequate security. Defendant knew of should have known about numerous well-publicized data breaches within the industry.

59. Plaintiff and the Class Members were (and continue to be) damaged as a direct and proximate result of Defendant's failure to secure and protect their personal identifying information as a result of, *inter alia*, direct theft, identity theft, expenses for credit monitoring and identity theft herein, insurance incurred in mitigation, out-of-pocket expenses, anxiety, emotional distress, loss of privacy, and other economic and non-economic harm, for which they suffered loss and are entitled to compensation.

60. Defendant's wrongful actions and/or inaction (as described above) constituted (and continue to constitute) negligence at common law.

**Second Cause of Action**  
**Invasion of Privacy by Public**  
**Disclosure of Private Facts and Intrusion Upon Seclusion**

61. Plaintiff repeats, re-alleges, and incorporates by reference all above paragraphs.

62. Plaintiff's and Class Members' personal identifying information is and always has been private information.

63. Dissemination of Plaintiff's and Class Members' private information is not of a legitimate public concern; publication to third parties of their personal identifying information would be, is and will continue to be, offensive to Plaintiff, Class Members, and other reasonable people.

64. Plaintiff and the Class Members were (and continue to be) damaged as a direct and proximate result of Defendant's invasion of their privacy by publicly disclosing their private facts including, *inter alia*, direct theft, identity theft, expenses for credit monitoring and identity theft insurance, out-of-pocket expenses, anxiety, emotional distress, loss of privacy, and other economic and non-economic harm, for which they are entitled to compensation.

65. Defendant's wrongful actions and/or inaction (as described above) constituted (and continue to constitute) an invasion of Plaintiff's and Class Members' privacy by publicly disclosing their private facts (*i.e.*, their personal identifying information).

**Third Cause of Action**  
**Breach of Contract**

66. Plaintiff fully incorporates by reference all of the above paragraphs, as though fully set forth herein.

67. Plaintiff and other Class Members entered into valid and enforceable express contracts with Defendant under which Plaintiff and other Class Members agreed to provide their Private Information to Defendant, and Defendant impliedly, if not explicitly, agreed to protect Plaintiff's and Class Members' Private Information.

68. To the extent Defendant's obligation to protect Plaintiff's and other Class Members' Private Information was not explicit in those express contracts, the express contracts included implied terms requiring Defendant to implement data security adequate to safeguard and protect the confidentiality of Plaintiff's and other Class Members' Private Information, including in accordance with FCC regulations; federal, state and local laws; and industry standards. Neither Plaintiff nor any Class member would have entered into these contracts with Defendant without the understanding that Plaintiff's and other Class Members' Private Information would be safeguarded and protected; stated otherwise, data security was an essential implied term of the parties' express contracts.

69. A meeting of the minds occurred, as Plaintiff and Class Members agreed, among other things, to provide their Private Information in exchange for Defendant's agreement to protect the confidentiality of that Private Information.

70. The protection of Plaintiff's and Class Members' Private Information was a material aspect of Plaintiff's and Class Members' contracts with Defendant.

71. Defendant's promises and representations described above relating to FCC regulations and industry practices, and Defendant's purported concern about its clients' privacy rights became terms of Plaintiff's and Class Members' contracts with Defendant. Defendant breached these promises by failing to comply with FCC regulations and reasonable industry practices.

72. Plaintiff and Class Members read, reviewed, and/or relied on statements made by or provided by Defendant and/or otherwise understood that Defendant would protect their Private Information if that information was provided to Defendant.

73. Plaintiff and Class Members fully performed their obligations under the implied contract with Defendant; however, Defendant did not.

74. As a result of Defendant's breach of these terms, Plaintiff and Class Members have suffered a variety of damages including but not limited to: the lost value of their privacy; not getting the benefit of their bargain with Defendant; the lost difference in the value between the secure services Defendant promised and the insecure services received; the value of the lost time and effort required to mitigate the actual and potential impact of the data breach on their lives, including, *inter alia*, the requirement to place "freezes" and "alerts" with credit reporting agencies, to contact financial institutions, to close or modify accounts, to closely review and monitor credit reports and various accounts for unauthorized activity, and to file police reports. Additionally, Plaintiff and Class Members have been put at an increased risk of future identity theft, fraud, and/or misuse of their Private Information, which may take years to manifest, discover, and detect.

75. Plaintiff and Class Members are therefore entitled to damages, including restitution and unjust enrichment, disgorgement, declaratory and injunctive relief, and fees and costs of litigation.

**Fourth Cause of Action  
Breach of Implied Contract**

76. Plaintiff repeats, re-alleges, and incorporates by reference all above paragraphs.

1 77. “Where the terms of a contract are literally complied with but one party to the contract  
2 deliberately contravenes the intention and spirit of the contract, that party can incur liability  
3 for breach of the implied covenant of good faith and fair dealing.” *Hilton Hotels Corp. v.*  
4 *Butch Lewis Prods., Inc.*, 107 Nev. 226, 232 (1991).

5 78. Among other things, Plaintiff and Class Members were required to disclose their personal  
6 identifying information to Defendant in order to do business with it, as well as implied  
7 contracts for the Defendant to implement data security adequate to safeguard and protect  
8 the privacy of Plaintiff’s and Class Members’ Private Information.

9 79. When Plaintiff and Class Members provided their Private Information to Defendant in  
10 exchange for Defendant’s goods and/or services, they entered into implied contracts with  
11 Defendant pursuant to which Defendant agreed to reasonably protect such information.

12 80. In entering into such implied contracts, Plaintiff and Class Members reasonably believed  
13 and expected that Defendant’s data security practices complied with relevant laws and  
14 regulations and were consistent with industry standards.

15 81. Under implied contracts, Defendant and/or its affiliated providers promised and was  
16 obligated to protect Plaintiff’s and Class Members’ Private Information. In exchange,  
17 Plaintiff and Members of the Class agreed to turn over their Private Information.

18 82. The implied contracts that include the contractual obligations to maintain the privacy of  
19 Plaintiff’s and Class Members’ Private Information, are also acknowledged, memorialized,  
20 and embodied in multiple documents, including (among other documents) Defendant’s Data  
21 breach notification notice and Defendant’s notices of privacy practices.

22 83. Defendant’s express representations, including, but not limited to the express  
23 representations found in their notices of privacy practices, memorialize and embody the  
24 implied contractual obligations requiring Defendant to implement data security adequate to  
25 safeguard and protect the privacy of Plaintiff’s and Class Members’ Private Information.

26 84. Plaintiff and Class Members performed their obligations under the contract when they  
27 provided their Private Information in consideration for Defendant’s employment services.  
28  
29



85. Defendant materially breached its contractual obligations to protect the private information Defendant gathered when the information was accessed and exfiltrated during the data breach.

86. Defendant materially breached the terms of the implied contracts, including, but not limited to, the terms stated in the relevant notices of privacy practices. Defendant did not maintain the privacy of Plaintiff's and Class Members' Private Information as evidenced by its notification of the data breach to Plaintiff and Class Members. Specifically, on information and belief, Defendant did not comply with industry standards, standards of conduct embodied in statutes like Section 5 of the FTCA, or otherwise protect Plaintiff's and Class Members' private information as set forth above.

87. The data breach was a reasonably foreseeable consequence of Defendant's actions in breach of these contracts.

88. As a result of Defendant's failure to fulfill the data security protections promised in these contracts, Plaintiff and Class Members did not receive full benefit of the bargain they entered into, and instead received services that were of a diminished value to that described in the contracts. Plaintiff and Class Members, therefore, were damaged in an amount at least equal to the difference in the value between the secure services Defendant promised and the insecure services received.

89. Had Defendant disclosed that its security was inadequate or that it did not adhere to industry-standard security measures, neither Plaintiff, Class Members, nor any reasonable person would have entered into the aforementioned contracts with Defendant.

90. As a direct and proximate result of the data breach, Plaintiff and Class Members have been harmed and suffered, and will continue to suffer, actual damages and injuries, including without limitation the release and disclosure of their Private Information, the loss of control of their Private Information, the imminent risk of suffering additional damages in the future, out of pocket expenses, and the loss of the benefit of the bargain they had struck with Defendant.

**Prayer for Relief**

91. Wherefore, Plaintiff, individually and on behalf of the other members of the Class proposed in this complaint, respectfully requests that the Court enter judgement in favor of Plaintiff and the Class against Defendant, as follows:

- Certifying this action as a class action, with a class as defined above;
- For equitable relief enjoining Defendant from engaging in the wrongful acts and omissions complained of herein pertaining to the misuse and/or disclosure of Plaintiff's and Class Members' Private Information, and from failing to issue prompt, complete and accurate disclosures to Plaintiff and Class Members;
- Awarding compensatory damages to redress the harm caused to Plaintiff and Class Members in the form of, *inter alia*, direct theft, identity theft, expenses for credit monitoring and identity theft insurance, out-of-pocket expenses, anxiety, emotional distress, loss of privacy, and other economic and non-economic harm. Plaintiff and Class Members also are entitled to recover statutory damages and/or nominal damages. Plaintiff's and Class Members' damages were foreseeable by Defendant and exceed the minimum jurisdictional limits of this Court.
- Ordering injunctive relief including, without limitation, (i) adequate credit monitoring, (ii) adequate identity theft insurance, (iii) instituting security protocols in compliance with the appropriate standards and (iv) requiring Defendant to submit to periodic compliance audits by a third party regarding the security of personal identifying information in its possession, custody and control.
- Awarding Plaintiff and the Class Members interest, costs and attorneys' fees; and
- Awarding Plaintiff and the Class such other and further relief as this

1 Court deems just and proper.

2 **Trial by Jury**

3 92. Pursuant to the seventh amendment to the Constitution of the United States of America and  
4 the Constitution of the State of Nevada, Plaintiff is entitled to, and demands, a trial by jury.

5  
6 DATED this 2nd day of September 2022.

7  
8 Respectfully submitted,

9  
10 **Kind Law**

11 /s/ Michael Kind  
12 Michael Kind, Esq.  
13 8860 South Maryland Parkway, Suite 106  
Las Vegas, Nevada 89123

14  
15 **Chicago Consumer Law Center, P.C.**

16 /s/ Bryan Paul Thompson  
17 Bryan Paul Thompson (Pro hac Vice Forthcoming)  
18 Robert W. Harrer (Pro hac Vice Forthcoming)  
33 N. Dearborn St., Suite 400  
Chicago, Illinois 60602  
19 *Attorneys for Plaintiff and on behalf*  
*of all others similarly situated*



PSER  
KIND LAW  
8860 S MARYLAND PKWY, STE 106  
LAS VEGAS, NV 89123  
(702) 337-2322



JAY GELIZON  
Plaintiff

vs

SAMSUNG ELECTRONICS AMERICA, INC.  
Defendant

DISTRICT COURT  
CLARK COUNTY, NEVADA

Case Number: A-22-857862-C

Dept:

**PROOF OF SERVICE**

TONYA MALONE, deposes and says: that at all times herein I am a citizen of the United States, over 18 years of age and not a party to nor interested in the proceeding in which this statement is made.

Affiant received a copy of the:

**SUMMONS; COMPLAINT FOR DAMAGES; CIVIL COVER SHEET**


I served the same on **09/14/2022 at 1:27 PM** to:

**Defendant SAMSUNG ELECTRONICS AMERICA, INC., BY SERVING C T CORPORATION  
SYSTEM, REGISTERED AGENT**

by leaving the copies with or in the presence of **ANA GOMES, ADMINISTRATIVE ASSISTANT**, at  
701 S CARSON ST, STE 200, CARSON CITY, NV 89701, pursuant to **NRS 14.020**.

Pursuant to NRS 53.045, I declare under penalty  
of perjury under the law of the State of Nevada that  
the forgoing is true and correct.

Executed: Friday, September 16, 2022

  
\_\_\_\_\_  
TONYA MALONE, R-100246  
Battle Born Process Service, NV PILB LIC  
#1876  
3710 Grant Drive, Ste. L  
Reno, NV 89509  
775-507-7188

P-1970403.01

*Heather S. Hume*  
CLERK OF THE COURT

1 **SAO**  
JOHN P. DESMOND  
2 Nevada Bar No. 5618  
JUSTIN J. BUSTOS  
3 Nevada Bar No. 10320  
DICKINSON WRIGHT PLLC  
4 100 W. Liberty, Suite 940  
Reno, Nevada 89501  
5 Tel: 775-343-7505  
Fax: 844-670-6009  
6 Email: [jdesmond@dickinsonwright.com](mailto:jdesmond@dickinsonwright.com)  
Email: [jbustos@dickinsonwright.com](mailto:jbustos@dickinsonwright.com)

7  
8 JASON J. KIM (*pro hac vice* to be filed)  
HUNTON ANDREWS KURTH LLP  
550 South Hope Street  
9 Suite 2000  
Los Angeles, CA 90071  
10 Tel: 213-532-2114  
Fax: 213-532-2020  
11 [kimj@HuntonAK.com](mailto:kimj@HuntonAK.com)

12 *Attorneys for Defendant Samsung Electronics*  
*America, Inc.*

14 EIGHTH JUDICIAL DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 JAY GELIZON, individually and on behalf of  
all others similarly situated,

18 Plaintiff,

19 vs.

20 SAMSUNG ELECTRONICS AMERICA,  
INC.,

22 Defendant.

Case No.: A-22-857862-C  
Department 3

**STIPULATION FOR EXTENSION OF**  
**TIME FOR DEFENDANT TO**  
**RESPOND TO THE COMPLAINT**  
**and**  
**(PROPOSED) ORDER**

(First Request)

23 Defendant Samsung Electronics America, Inc. ("Samsung") and Plaintiff Jay Gelizon  
24 ("Gelizon"), by and through their respective counsel of record, stipulate and agree as follows:

- 25 1. Plaintiff filed his Complaint on September 2, 2022.
- 26 2. Samsung was served with Plaintiff's Complaint on September 14, 2022.
- 27 3. Samsung now has until October 5, 2022 to respond to Plaintiff's Complaint.

4. Samsung has requested an extension of time to respond to the Complaint until on or before December 5, 2022, so that, among other things, it may gather information related to the allegations in the Complaint.

5. Therefore, the parties stipulate and agree that Samsung shall have up to and including December 5, 2022 to respond to the Complaint.

6. This stipulation is the first request for an extension of the deadline to respond to the Complaint.

Dated: October 3, 2022

Dated: October 3, 2022

KIND LAW

DICKINSON WRIGHT PLLC

/s/ Michael Kind

/s/ Justin J. Bustos

Michael Kind, Esq.  
Nevada Bar No. 13903  
8860 South Maryland Parkway, Suite 106  
Las Vegas, NV 89123  
Phone: (702) 337-2322  
FAX: (702) 329-5881  
Email: [mk@kindlaw.com](mailto:mk@kindlaw.com)

JOHN P. DESMOND  
Nevada Bar No. 5618  
JUSTIN J. BUSTOS  
Nevada Bar No. 10320  
100 W. Liberty, Suite 940  
Reno, Nevada 89501  
Tel: 775-343-7505  
Fax: 844-670-6009  
Email: [jdesmond@dickinsonwright.com](mailto:jdesmond@dickinsonwright.com)  
Email: [jbustos@dickinsonwright.com](mailto:jbustos@dickinsonwright.com)

Bryan Paul Thompson, Esq.  
(*pro hac vice to be submitted*)  
Robert W. Harrer, Esq.  
(*pro hac vice to be submitted*)  
CHICAGO CONSUMER LAW CENTER, P.C.  
Cook County Firm No. 62709  
33 N. Dearborn St., Suite 400  
Chicago, Illinois 60602  
Phone: 312-858-3239  
FAX: 312-610-5646  
Email: [bryan.thompson@cclc-law.com](mailto:bryan.thompson@cclc-law.com)  
Email: [rob.harrer@cclc-law.com](mailto:rob.harrer@cclc-law.com)  
*Attorneys for Plaintiff Jay Gelizon and on  
behalf of all others similarly situated*

JASON J. KIM (*pro hac vice to be filed*)  
HUNTON ANDREWS KURTH LLP  
550 South Hope Street  
Suite 2000  
Los Angeles, CA 90071  
Tel: 213-532-2114  
Fax: 213-532-2020  
[kimj@HuntonAK.com](mailto:kimj@HuntonAK.com)

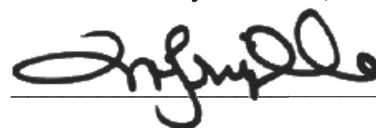
*Attorneys for Defendant Samsung Electronics  
America, Inc.*

**ORDER**

Upon the foregoing Stipulation, and good cause appearing,

Dated this 6th day of October, 2022

IT IS SO ORDERED.



698 E69 58ED F31A  
Monica Trujillo  
2 of 3 District Court Judge

**PROOF OF SERVICE**

The undersigned, an employee of Dickinson Wright PLLC, hereby certifies that on the 3rd day of October 2022, I caused a copy of the foregoing **STIPULATION FOR EXTENSION OF TIME FOR DEFENDANT TO RESPOND TO THE COMPLAINT** to be transmitted by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve system.

Michael Kind, Esq.  
Nevada Bar No. 13903  
**KIND LAW**  
8860 South Maryland Parkway, Suite 106  
Las Vegas, NV 89123  
Phone: (702) 337-2322  
FAX: (702) 329-5881  
Email: [mk@kindlaw.com](mailto:mk@kindlaw.com)

Bryan Paul Thompson, Esq.  
*(pro hac vice to be submitted)*  
Robert W. Harrer, Esq.  
*(pro hac vice to be submitted)*  
**CHICAGO CONSUMER LAW CENTER, P.C.**  
Cook County Firm No. 62709  
33 N. Dearborn St., Suite 400  
Chicago, Illinois 60602  
Phone: 312-858-3239  
FAX: 312-610-5646  
Email: [bryan.thompson@cclc-law.com](mailto:bryan.thompson@cclc-law.com)  
Email: [rob.harrer@cclc-law.com](mailto:rob.harrer@cclc-law.com)  
*Attorneys for Plaintiff Jay Gelizon and on behalf of all others similarly situated*

DATED this 3rd day of October 2022.

/s/ Laura P. Browning  
An employee of DICKINSON WRIGHT PLLC

**Laura P. Browning**

---

**From:** Michael Kind <mk@kindlaw.com>  
**Sent:** Monday, October 3, 2022 9:28 AM  
**To:** Kim, Jason J.  
**Cc:** matthew tripp-cox; Justin J. Bustos; rob harrer; bryan thompson  
**Subject:** EXTERNAL: Re:[## 8789 ##] Gelizon v. Samsung Electronics America, Inc., Case No. A-22-857862-C/Bennett v. Samsung Electronics America, Inc., Case No. 2022CH08767

Hi Jason,

It looks like the signature line for the order on page 2 was pushed down.

Otherwise, you may file with my e-signature. No need to resend.

Thank you,

Sent on behalf of:

Michael Kind, Esq.



8860 S. Maryland Parkway, Suite 106, Las Vegas, Nevada 89123

Direct: (702) 337-2322

Toll Free: (844) 399-KIND (5463)

Fax: (702) 329-5881

<https://kindlaw.com>

**CONFIDENTIALITY NOTICE AND WARNING:**

This email (including all attachments) is privileged and may contain confidential information that is only intended to be viewed by intended recipients. If you received this email in error, please notify me immediately and delete the message. I do not waive any rights, privileges, or the confidentiality of the email's content. Any dissemination of this communication is strictly prohibited, without my written consent. Thank you for your cooperation.

---- on Mon, 03 Oct 2022 07:26:40 -0700 "Kim, Jason J." <kimj@hunton.com> wrote ----

Michael/Matt—please respond. We really need to file this today.

Jason



**Jason J. Kim**

Counsel

[kimj@HuntonAK.com](mailto:kimj@HuntonAK.com)

p 213.532.2114

m 310.600.2758

f 213.532.2020

[bio](#) | [vCard](#) | [LinkedIn](#)

[www.huntonretailindustryblog.com](http://www.huntonretailindustryblog.com)

Hunton Andrews Kurth LLP  
550 South Hope Street  
Suite 2000  
Los Angeles, CA 90071

[HuntonAK.com](http://HuntonAK.com)



---

**From:** Kim, Jason J.  
**Sent:** Friday, September 30, 2022 4:15 PM  
**To:** Bryan Thompson <bryan.thompson@cclc-law.com>; mk@kindlaw.com  
**Cc:** Matthew Tripp-Cox <matthew.tripp-cox@kindlaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>; Rob Harrer <rob.harrer@cclc-law.com>  
**Subject:** RE: Re:[## 8789 ##] Gelizon v. Samsung Electronics America, Inc., Case No. A-22-857862-C/Bennett v. Samsung Electronics America, Inc., Case No. 2022CH08767

Matt or Michael, can you please approve for Michael's e-sig and filing. I think Michael should sign if you aren't admitted yet, Bryan.



**Jason J. Kim**

Counsel

[kimi@HuntonAK.com](mailto:kimi@HuntonAK.com)

p 213.532.2114  
m 310.600.2758  
f 213.532.2020

[bio](#) | [vCard](#) | [LinkedIn](#)

[www.huntonretailindustryblog.com](http://www.huntonretailindustryblog.com)

Hunton Andrews Kurth LLP  
550 South Hope Street  
Suite 2000  
Los Angeles, CA 90071

[HuntonAK.com](http://HuntonAK.com)

---

**From:** Bryan Thompson <bryan.thompson@cclc-law.com>  
**Sent:** Friday, September 30, 2022 3:58 PM  
**To:** Kim, Jason J. <kimi@hunton.com>; mk@kindlaw.com  
**Cc:** Matthew Tripp-Cox <matthew.tripp-cox@kindlaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>; Rob Harrer <rob.harrer@cclc-law.com>  
**Subject:** Re: Re:[## 8789 ##] Gelizon v. Samsung Electronics America, Inc., Case No. A-22-857862-C/Bennett v. Samsung Electronics America, Inc., Case No. 2022CH08767

**Caution: This email originated from outside of the firm.**

Yes, should be fine. I'm not admitted PHV yet but if you're able to sign mine with permission, should be fine.  
Thanks.

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Jay Gelizon, Plaintiff(s)

CASE NO: A-22-857862-C

7 vs.

DEPT. NO. Department 3

8 Samsung Electronics America  
9 Inc, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Stipulation and Order was served via the court's electronic eFile system  
14 to all recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 10/6/2022

16 Michael Kind

mk@kindlaw.com

1 Michael Kind, Esq.  
2 Nevada Bar No.: 13903  
3 **Kind Law**  
4 8860 South Maryland Parkway, Suite 106  
5 Las Vegas, Nevada 89123  
6 (702) 337-2322  
7 (702) 329-5881 (fax)  
8 mk@kindlaw.com  
9 Attorney for Plaintiff Jay Gelizon

10  
11 **EIGHTH JUDICIAL DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 Jay Gelizon,

14 Plaintiff,

15 v.

16 Samsung Electronics America, Inc.,

17 Defendant.

Case No.: A-22-857862-C

Dept. No:

**Summons**

18  
19 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE**  
20 **AGAINST YOU WITHOUT YOU BEING HEARD UNLESS**  
21 **YOU FILE A RESPONSE WITH THE COURT WITHIN 21**  
22 **DAYS. READ THE INFORMATION BELOW CAREFULLY.**

23 To the Defendant: **Samsung Electronics America, Inc.**

24 A civil complaint has been filed by the Plaintiff against you. Plaintiff is  
25 seeking to recover the relief requested in the Complaint, which could include a  
26 money judgment against you or some other form of relief.  
27

1 If you intend to defend this lawsuit, within 21 calendar days after this  
2 Summons is served on you (not counting the day of service), you must:

- 3 1. File with the Clerk of the Court, whose address is shown below, a formal  
4 written response to Plaintiff's Complaint, in accordance with the rules of the  
5 court.  
6 2. Pay any required filing fees to the court, or request a waiver of the filing fee.  
7 3. Serve a copy of your response upon the attorney whose name and address is  
8 shown below.

9 If you fail to respond, the Plaintiff can request your default. The court can  
10 then enter judgment against you for the relief demanded by the Plaintiff in the  
11 Complaint, which could result in money or property being taken from you or some  
12 other relief requested in Plaintiff's Complaint.

13 If you intend to seek an attorney's advice, do it quickly so that your response  
14 can be filed on time.

15 STEVEN D. GRIERSON, CLERK OF COURT

16 

Josefina San Juan

9/6/2022

17 By:

Dated:

18 Deputy Clerk  
19 Regional Justice Center  
20 200 Lewis Avenue  
21 Las Vegas, Nevada 89155

22 Issued at the request of:

23 /s/ Michael Kind

24 Michael Kind, Esq.  
25 8860 South Maryland Parkway, Suite 106  
26 Las Vegas, Nevada 89123  
27 Attorney for Plaintiff Jay Gelizon

Electronically Filed  
9/2/2022 1:25 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 Michael Kind, Esq.  
2 Nevada Bar No. 13903  
3 **KIND LAW**  
4 8860 South Maryland Parkway, Suite 106  
5 Las Vegas, NV 89123  
6 Phone: (702) 337-2322  
7 FAX: (702) 329-5881  
8 Email: mk@kindlaw.com

CASE NO: A-22-857862-C  
Department 3

9 Bryan Paul Thompson, Esq. (*pro hac vice to be submitted*)

10 Robert W. Harrer, Esq. (*pro hac vice to be submitted*)

11 **CHICAGO CONSUMER LAW CENTER, P.C.**

12 Cook County Firm No. 62709

13 33 N. Dearborn St., Suite 400

14 Chicago, Illinois 60602

15 Phone: 312-858-3239

16 FAX: 312-610-5646

17 Email: bryan.thompson@cclc-law.com

18 Email: rob.harrer@cclc-law.com

19 *Attorneys for Plaintiff Jay Gelizon and on behalf of all others similarly situated*

20 **EIGHTH JUDICIAL DISTRICT COURT**

21 **CLARK COUNTY, NEVADA**

22 Jay Gelizon, individually and on behalf of  
23 all others similarly situated,

24 Plaintiff,

25 -vs.-

26 Samsung Electronics America, Inc.,

27 Defendant.

CASE NO.

**CLASS ACTION Complaint for  
Damages Based on: (1) Negligence; (2)  
Invasion of Privacy; (3) Breach of  
Contract; and (4) Breach of Implied  
Contract**

**Jury Trial Demanded**

**Exempt from Arbitration: Class Action**

**Introduction**

1. Defendant Samsung Electronics America, Inc. (“Samsung”) or (“Defendant”) failed to safeguard the confidential personal identifying information of Plaintiff Jay Gelizon (“Plaintiff”) and millions of individuals (“Class Members” or collectively as the “Class”). This class action is brought on behalf of Class Members whose personally identifiable information (“PII” or “Private Information”) was stolen by cybercriminals in a cyber-attack that accessed sensitive patient information through Defendant’s email accounts.
2. In July 2022, Defendant lost valuable PII regarding its customers due to unauthorized access from cybercriminals.
3. Defendant became aware of this breach on or about August 4, 2022, but waited until September 2, 2022, to inform its customers that their PII had been compromised.
4. Plaintiff and Class Members were not notified of the data breach until September 2022, more than a month after their information was first accessed.
5. The cybercriminals accessed insufficiently protected information belonging to Plaintiff and the Class Members. Upon information and belief, as a result of Defendant’s failure to properly secure Plaintiff’s and the Class Members’ personal information, the cybercriminals obtained extensive personal information including names, contact and demographic information, dates of birth, and product registration information, collectively known as personally identifiable information (“PII” or “Private Information”).
6. Plaintiff’s and Class Members’ sensitive personal information, which was entrusted to Defendant, its officials and agents, was compromised, unlawfully accessed, and stolen due to the Data breach.
7. As a result of Defendant’s actions and/or inaction, Plaintiff and the Class Members were harmed and must now take remedial steps to protect themselves from future loss. Indeed, Plaintiff and all of the Class Members are currently at a very high risk of misuse of their Private Information in the coming months and years, including but not limited to

1 unauthorized credit card charges, unauthorized access to email accounts, identity theft, and  
2 other fraudulent use of their financial accounts.

3 8. Defendant's wrongful actions and/or inaction constitute common law negligence, invasion  
4 of privacy by the public disclosure of private facts, breach of contract, and breach of implied  
5 contract.

6 9. Plaintiff brings this class action lawsuit on behalf of those similarly situated to address  
7 Defendant's inadequate safeguarding of Class Members' Private Information that they  
8 collected and maintained, and for failing to provide timely and adequate notice to Plaintiff  
9 and other Class Members that their information had been subject to the unauthorized access  
10 of an unknown third party.

11 10. Plaintiff, on behalf of himself and the Class seeks (i) actual damages, economic damages,  
12 emotional distress damages, statutory damages and/or nominal damages, (ii) exemplary  
13 damages, (iii) injunctive relief, and (iv) fees and costs of litigation.

14 **Jurisdiction and Venue**

15 11. This Court has jurisdiction to hear this case.

16 12. Plaintiff is a resident of Clark County, Nevada.

17 13. Defendant is a corporation doing business in Clark County, Nevada.

18 14. Therefore, the Eighth Judicial District Court, Clark County, Nevada has personal  
19 jurisdiction over both Plaintiff and Defendant and subject matter jurisdiction pursuant to  
20 Article 6, Section 6 of the Nevada Constitution and NRS 4.370.

21 **Parties**

22 15. Plaintiff is a natural person residing in Clark County, Nevada.

23 16. Defendant is corporation that provides, manufactures and sells consumer electronics and  
24 services, among other things. Defendant operates nationally, including in Nevada.

25 **Factual Allegations**

26 17. Identity theft, which costs Americans billions of dollars a year, occurs when an individual's  
27 personal identifying information is used without his or her permission to commit fraud or  
28  
29

1 other crimes. Victims of identity theft typically lose hundreds of hours dealing with the  
2 crime, and they typically lose hundreds of dollars.

3 18. According to the Federal Trade Commission ("FTC"):

4 Identity theft is serious. While some identity theft victims can resolve their  
5 problems quickly, others spend hundreds of dollars and many days repairing  
6 damage to their good name and credit record. Some consumers victimized  
7 by identity theft may lose out on job opportunities, or be denied loans for  
8 education, housing or cars because of negative information on their credit  
9 reports. In rare cases, they may even be arrested for crimes they did not  
10 commit.

11 19. The United States Government Accountability Office ("GAO") has stated that identity  
12 thieves can use identifying data to open financial accounts and incur charges and credit in a  
13 person's name. As the GAO has stated, this type of identity theft is the most damaging  
14 because it may take some time for the victim to become aware of the theft and can cause  
15 significant harm to the victim's credit rating. Like the FTC, the GAO explained that victims  
16 of identity theft face "substantial costs and inconvenience repairing damage to their credit  
17 records" as well the damage to their "good name."

18 20. Industry Standards highlight several basic cybersecurity safeguards that can be  
19 implemented to improve cyber resilience that require a relatively small financial investment  
20 yet can have a major impact on an organization's cybersecurity posture including: (a) the  
21 proper encryption of Private Information; (b) educating and training employees on how to  
22 protect Private Information; and (c) correcting the configuration of software and network  
23 devices.

24 21. Identity theft crimes often encompass more than just immediate financial loss. Identity  
25 thieves often hold onto stolen personal and financial information for several years before  
26 using and/or selling the information to other identity thieves.

27 22. Accordingly, federal and state legislatures have passed laws to ensure companies protect  
28 the security of sensitive personally identifying confidential information, such as that  
29 wrongfully disclosed by Defendant.



23. The FTC has issued a publication entitled “Protecting Personal Information: A Guide for Business” (“FTC Report”). The FTC Report provides guidelines for businesses on how to develop a “sound data security plan” to protect against crimes of identity theft. To protect the personal sensitive information in their files, the FTC Report instructs businesses to follow, among other things, the following guidelines:

- a. Know what personal information you have in your files and on your computers;
- b. Keep only what you need for your business;
- c. Protect the information that you keep;
- d. Properly dispose of what you no longer need;
- e. Control access to sensitive information by requiring that employees use “strong” passwords; tech security experts believe the longer the password, the better; and
- f. Implement information disposal practices reasonable and appropriate to prevent an unauthorized access to personally identifying information.

24. The FTC Report also instructs companies that outsource any business functions to proactively investigate the data security practices of the outsourced company and examine their standards.

25. The Federal Trade Commission (“FTC”) has concluded that a company’s failure to maintain reasonable and appropriate data security for consumers’ sensitive personal information is an “unfair practice” in violation of the FTC Act. See, e.g., *FTC v. Wyndham Worldwide Corp.*, 799 F.3d 236 (3d Cir. 2015).

26. Upon information and belief, Defendant has policies and procedures in place regarding the safeguarding of confidential information they are entrusted with and Defendant failed to comply with those policies. Defendant also negligently failed to comply with industry standards or even implement rudimentary security practices, resulting in Plaintiff’s and the Class’ confidential information being substantially less safe than had this information been entrusted with other similar companies.

1 27. On or around September 2, 2022, Plaintiff and millions of Class Members received emailed  
2 letters from Defendant notifying them that Defendant learned of suspicious activity that  
3 allowed one or more cybercriminals to access their systems containing Plaintiff's and the  
4 Class' Personally Identifiable Information.

5 28. The criminals were able to access Plaintiff's and the Class' personal information because  
6 Defendant failed to take reasonable measures to protect the Personally Identifiable  
7 Information they collected and stored. Among other things, Defendant failed to implement  
8 data security measures designed to prevent this attack, despite repeated industry wide  
9 warnings about the risk of cyberattacks and the highly publicized occurrence of many  
10 similar attacks in the recent past.

11 29. Defendant's notice of Data breach was not just untimely but woefully deficient, failing to  
12 provide basic details, including but not limited to, how unauthorized parties accessed their  
13 accounts, whether the information was encrypted or otherwise protected, how they learned  
14 of the Data breach, whether the breach occurred system-wide, whether servers storing  
15 information were accessed, and how many individuals were affected by the Data breach.

16 30. As a result of Defendant's failure to properly secure Plaintiff's and the Class Members'  
17 personal identifying information, Plaintiff's and the Class Members' privacy has been  
18 invaded.

19 31. Defendant also refused to provide credit monitoring or other services to assist Plaintiff and  
20 the class members' in monitoring their credit to help avoid identity theft.

21 32. Moreover, all of this personal information is likely for sale to criminals on the dark web,  
22 meaning that unauthorized parties have accessed and viewed Plaintiff's and the Class  
23 Members' unencrypted, non-redacted information, including names, contact and  
24 demographic information, dates of birth, and product registration information, and more.

25 33. Armed with the Private Information accessed in the cyber-attack, data thieves can commit  
26 a variety of crimes including, e.g., opening new financial accounts in Class Members'  
27 names, taking out loans in Class Members' names, using Class Members' health  
28  
29

1 information to target other phishing and hacking intrusions based on their individual health  
2 needs, using Class Members' information to obtain government benefits, filing fraudulent  
3 tax returns using Class Members' information, obtaining driver's licenses in Class  
4 Members' names but with another person's photograph, and giving false information to  
5 police during an arrest.

6 34. Given all of the information obtained, the criminals would also be able to create numerous  
7 fake accounts or phishing scams, as part of their identity theft operation.

8 35. As a direct and proximate result of Defendant's wrongful disclosure, criminals now have  
9 Plaintiff's and the Class Members' personal identifying information. Additionally, the  
10 disclosure makes Plaintiff and Class Members much more likely to respond to requests from  
11 Defendant or law enforcement agencies for more personal information, such as bank  
12 account numbers, login information or even Social Security numbers. Because criminals  
13 know this and are capable of posing as Defendant or law enforcement agencies, consumers  
14 like Plaintiff and fellow Class Members are more likely to unknowingly give away their  
15 sensitive personal information to other criminals.

16 36. Defendant's wrongful actions and inactions here directly and proximately caused the public  
17 disclosure of Plaintiff's and Class Members' personal identifying information without their  
18 knowledge, authorization and/or consent. As a further direct and proximate result of  
19 Defendant's wrongful actions and/or inaction, Plaintiff and Class Members have suffered,  
20 and will continue to suffer, damages including, without limitation, expenses for credit  
21 monitoring and identity theft insurance, out-of-pocket expenses, anxiety, emotional distress,  
22 loss of privacy, and other economic and non-economic harm.

23 37. As a further result of the data breach, Plaintiff and Class Members have been exposed to a  
24 substantial and present risk of fraud and identity theft. Plaintiff and Class Members must  
25 now and in the future closely monitor their financial accounts to guard against identity theft.

26 38. Names and dates of birth, combined with contact information like telephone numbers and  
27 email addresses, are very valuable to hackers and identity thieves as it allows them to access  
28  
29

1 users' other accounts. Thus, even if some information was not involved in the Data breach,  
2 the unauthorized parties could use Plaintiff's and Class Members' Private Information to  
3 access other information, including, but not limited to email accounts, government services  
4 accounts, e-commerce accounts, payment card information, and financial accounts, to  
5 engage in the fraudulent activity identified by Plaintiff.

6 39. As a direct and proximate result of the data breach, Plaintiff and Class Members have  
7 suffered and will continue to suffer damages and economic losses in the form of: the loss  
8 of time needed to take appropriate measures to avoid unauthorized and fraudulent charges;  
9 change their usernames and passwords on their accounts; investigate, correct and resolve  
10 unauthorized debits, charges, and fees charged against their accounts; and deal with spam  
11 messages and e-mails received as a result of the data breach. Plaintiffs and Class Members  
12 have likewise suffered and will continue to suffer an invasion of their property interest in  
13 their own Private Information such that they are entitled to damages for unauthorized access  
14 to and misuse of their Private Information from Defendant. Plaintiffs and Class Members  
15 presently and will continue to suffer from damages associated with the unauthorized use  
16 and misuse of their Private Information as thieves will continue to use the stolen information  
17 to obtain money and credit in their name for several years.

18 40. Defendant was at all times fully aware of its obligations to protect the Private Information  
19 of Plaintiff and Class Members. Plaintiff and Class Members would not have entrusted their  
20 Private Information to Defendant had they known that Defendant would fail to maintain  
21 adequate data security. Defendant was also aware of the significant repercussions that  
22 would result from their failure to do so.

23 41. While this matter has only recently been discovered, Plaintiff believes that through  
24 discovery additional information will be obtained including what additional information  
25 may have been compromised by Defendant's actions and inactions, what actions Defendant  
26 took or did not take to secure data, and other information regarding the data breach.

42. Accordingly, Plaintiff on behalf of himself and the Class, brings this action against Defendant seeking redress for their unlawful conduct.

**Class Action Allegations**

43. Pursuant to Nevada Rule of Civil Procedure 23 Plaintiff brings this class action on behalf of himself and the following Class of similarly situated individuals:

All persons whose sensitive personal information, including, but not limited to, names, contact and demographic information, dates of birth, and product registration information was obtained by an unauthorized individual or individuals from Defendant during the July 2022 data breach.

44. The Class specifically excludes Defendant and their officers, directors, and/or agents, the Court, and Court personnel.

45. The putative Class is comprised of thousands of persons, making joinder impracticable. The joinder of the Class Members is impractical and the disposition of their claims in the Class action will provide substantial benefits both to the parties and to the Court. The Class can be identified through Defendant's records or Defendant's agents' records.

46. The rights of each Class Member were violated in an identical manner as a result of Defendant's willful, reckless and/or negligent actions and/or inaction.

47. The questions of law and fact common to all Class Members, and which predominate over any questions affecting only individual Class Members, are as follows:

- a. Whether Defendant negligently failed to maintain and execute reasonable procedures designed to prevent unauthorized access to Plaintiff's and Class Members' personal identifying information;
- b. Whether Defendant was negligent in storing and failing to adequately safeguard Plaintiff's and Class Members' personal identifying information;
- c. Whether Defendant owed a duty to Plaintiff and Class Members to exercise reasonable care in protecting and securing their personal identifying information;

- d. Whether Defendant breached its duties to exercise reasonable care in failing to protect and secure Plaintiff's and Class Members' personal identifying information;
- e. Whether by disclosing Plaintiff's and Class Members' personal identifying information without authorization, Defendant invaded Plaintiff's and Class Members' privacy;
- f. Whether Defendant created an implied contract with Plaintiff and Class Members to keep their personal identifying information confidential; and
- g. Whether Plaintiff and Class Members sustained damages as a result of Defendant's failure to secure and protect their personal identifying information.

48. Plaintiff and his counsel will fairly and adequately represent the interests of Class Members. Plaintiff has no interests antagonistic to, or in conflict with, Class Members' interests. Plaintiff's attorneys are highly experienced in the prosecution of consumer class action, complex litigation and privacy breach cases.

49. Plaintiff's claims are typical of Class Members' claims in that Plaintiff's claims and Class Members' claims all arise from Defendant's wrongful disclosure of their personal identifying information and from Defendant's failure to properly secure and protect the same.

50. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation. Absent a class action, most class members would likely find that the cost of litigating their individual claim is prohibitively high and would therefore have no effective remedy. Defendant would retain the benefits of their wrongdoing despite its serious violations of the law.

51. The prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members, which would establish incompatible standards of conduct for Defendant. In contrast, the adjudication of this action as a class action presents far fewer management difficulties,



1 conserves judicial resources and the parties' resources, and protects the rights of each class  
2 member.

3 52. Defendant has acted or failed to act on grounds that apply generally to the Class as a whole,  
4 so that class certification, injunctive relief, and corresponding declaratory relief are  
5 appropriate on a class-wide basis.

6 53. Class certification, therefore, is appropriate pursuant to Rule 23 because the above common  
7 questions of law or fact predominate over any questions affecting individual Class  
8 Members, and a class action is superior to other available methods for the fair and efficient  
9 adjudication of this controversy.

10 **First Cause of Action**  
11 **Negligence**

12 54. Plaintiff repeats, re-alleges, and incorporates by reference all above paragraphs.

13 55. Upon Defendant's accepting and storing the Private Information of Plaintiff and the Class  
14 in its computer systems and on its networks, Defendant undertook and owed a duty to  
15 Plaintiff and the Class to exercise reasonable care to secure and safeguard that information  
16 and to use commercially reasonable methods to do so. Defendant knew that the Private  
17 Information was private and confidential and should be protected as private and  
18 confidential.

19 56. Defendant owed a duty of care not to subject Plaintiff's and the Class' Private Information  
20 to an unreasonable risk of exposure and theft because Plaintiff and the Class were  
21 foreseeable and probable victims of any inadequate security practices.

22 57. It was reasonably foreseeable that Defendant's failure to exercise reasonable care in  
23 safeguarding and protecting Plaintiff's and Class Members' personal identifying  
24 information would result in an unauthorized third-party gaining access to such information  
25 for no lawful purpose, and that such third parties would use Plaintiff's and Class Members'  
26 personal identifying information for malevolent and unlawful purposes, including the  
27 commission of direct theft and identity theft.

58. Defendant knew, or should have known, of the risks inherent in collecting, storing, and sharing Private Information amongst themselves and the importance of adequate security. Defendant knew of should have known about numerous well-publicized data breaches within the industry.

59. Plaintiff and the Class Members were (and continue to be) damaged as a direct and proximate result of Defendant's failure to secure and protect their personal identifying information as a result of, *inter alia*, direct theft, identity theft, expenses for credit monitoring and identity theft herein, insurance incurred in mitigation, out-of-pocket expenses, anxiety, emotional distress, loss of privacy, and other economic and non-economic harm, for which they suffered loss and are entitled to compensation.

60. Defendant's wrongful actions and/or inaction (as described above) constituted (and continue to constitute) negligence at common law.

**Second Cause of Action**  
**Invasion of Privacy by Public**  
**Disclosure of Private Facts and Intrusion Upon Seclusion**

61. Plaintiff repeats, re-alleges, and incorporates by reference all above paragraphs.

62. Plaintiff's and Class Members' personal identifying information is and always has been private information.

63. Dissemination of Plaintiff's and Class Members' private information is not of a legitimate public concern; publication to third parties of their personal identifying information would be, is and will continue to be, offensive to Plaintiff, Class Members, and other reasonable people.

64. Plaintiff and the Class Members were (and continue to be) damaged as a direct and proximate result of Defendant's invasion of their privacy by publicly disclosing their private facts including, *inter alia*, direct theft, identity theft, expenses for credit monitoring and identity theft insurance, out-of-pocket expenses, anxiety, emotional distress, loss of privacy, and other economic and non-economic harm, for which they are entitled to compensation.



65. Defendant's wrongful actions and/or inaction (as described above) constituted (and continue to constitute) an invasion of Plaintiff's and Class Members' privacy by publicly disclosing their private facts (*i.e.*, their personal identifying information).

**Third Cause of Action**  
**Breach of Contract**

66. Plaintiff fully incorporates by reference all of the above paragraphs, as though fully set forth herein.

67. Plaintiff and other Class Members entered into valid and enforceable express contracts with Defendant under which Plaintiff and other Class Members agreed to provide their Private Information to Defendant, and Defendant impliedly, if not explicitly, agreed to protect Plaintiff's and Class Members' Private Information.

68. To the extent Defendant's obligation to protect Plaintiff's and other Class Members' Private Information was not explicit in those express contracts, the express contracts included implied terms requiring Defendant to implement data security adequate to safeguard and protect the confidentiality of Plaintiff's and other Class Members' Private Information, including in accordance with FCC regulations; federal, state and local laws; and industry standards. Neither Plaintiff nor any Class member would have entered into these contracts with Defendant without the understanding that Plaintiff's and other Class Members' Private Information would be safeguarded and protected; stated otherwise, data security was an essential implied term of the parties' express contracts.

69. A meeting of the minds occurred, as Plaintiff and Class Members agreed, among other things, to provide their Private Information in exchange for Defendant's agreement to protect the confidentiality of that Private Information.

70. The protection of Plaintiff's and Class Members' Private Information was a material aspect of Plaintiff's and Class Members' contracts with Defendant.

1 71. Defendant's promises and representations described above relating to FCC regulations and  
2 industry practices, and Defendant's purported concern about its clients' privacy rights  
3 became terms of Plaintiff's and Class Members' contracts with Defendant. Defendant  
4 breached these promises by failing to comply with FCC regulations and reasonable industry  
5 practices.

6 72. Plaintiff and Class Members read, reviewed, and/or relied on statements made by or provided  
7 by Defendant and/or otherwise understood that Defendant would protect their Private  
8 Information if that information was provided to Defendant.

9 73. Plaintiff and Class Members fully performed their obligations under the implied contract  
10 with Defendant; however, Defendant did not.

11 74. As a result of Defendant's breach of these terms, Plaintiff and Class Members have suffered  
12 a variety of damages including but not limited to: the lost value of their privacy; not getting  
13 the benefit of their bargain with Defendant; the lost difference in the value between the secure  
14 services Defendant promised and the insecure services received; the value of the lost time and  
15 effort required to mitigate the actual and potential impact of the data breach on their lives,  
16 including, *inter alia*, the requirement to place "freezes" and "alerts" with credit reporting  
17 agencies, to contact financial institutions, to close or modify accounts, to closely review and  
18 monitor credit reports and various accounts for unauthorized activity, and to file police  
19 reports. Additionally, Plaintiff and Class Members have been put at an increased risk of future  
20 identity theft, fraud, and/or misuse of their Private Information, which may take years to  
21 manifest, discover, and detect.  
22

23 75. Plaintiff and Class Members are therefore entitled to damages, including restitution and unjust  
24 enrichment, disgorgement, declaratory and injunctive relief, and fees and costs of litigation.

25 **Fourth Cause of Action**  
26 **Breach of Implied Contract**

27 76. Plaintiff repeats, re-alleges, and incorporates by reference all above paragraphs.  
28  
29

1 77. "Where the terms of a contract are literally complied with but one party to the contract  
2 deliberately contravenes the intention and spirit of the contract, that party can incur liability  
3 for breach of the implied covenant of good faith and fair dealing." *Hilton Hotels Corp. v.*  
4 *Butch Lewis Prods., Inc.*, 107 Nev. 226, 232 (1991).

5 78. Among other things, Plaintiff and Class Members were required to disclose their personal  
6 identifying information to Defendant in order to do business with it, as well as implied  
7 contracts for the Defendant to implement data security adequate to safeguard and protect  
8 the privacy of Plaintiff's and Class Members' Private Information.

9 79. When Plaintiff and Class Members provided their Private Information to Defendant in  
10 exchange for Defendant's goods and/or services, they entered into implied contracts with  
11 Defendant pursuant to which Defendant agreed to reasonably protect such information.

12 80. In entering into such implied contracts, Plaintiff and Class Members reasonably believed  
13 and expected that Defendant's data security practices complied with relevant laws and  
14 regulations and were consistent with industry standards.

15 81. Under implied contracts, Defendant and/or its affiliated providers promised and was  
16 obligated to protect Plaintiff's and Class Members' Private Information. In exchange,  
17 Plaintiff and Members of the Class agreed to turn over their Private Information.

18 82. The implied contracts that include the contractual obligations to maintain the privacy of  
19 Plaintiff's and Class Members' Private Information, are also acknowledged, memorialized,  
20 and embodied in multiple documents, including (among other documents) Defendant's Data  
21 breach notification notice and Defendant's notices of privacy practices.

22 83. Defendant's express representations, including, but not limited to the express  
23 representations found in their notices of privacy practices, memorialize and embody the  
24 implied contractual obligations requiring Defendant to implement data security adequate to  
25 safeguard and protect the privacy of Plaintiff's and Class Members' Private Information.

26 84. Plaintiff and Class Members performed their obligations under the contract when they  
27 provided their Private Information in consideration for Defendant's employment services.

1 85. Defendant materially breached its contractual obligations to protect the private information  
2 Defendant gathered when the information was accessed and exfiltrated during the data  
3 breach.

4 86. Defendant materially breached the terms of the implied contracts, including, but not limited  
5 to, the terms stated in the relevant notices of privacy practices. Defendant did not maintain  
6 the privacy of Plaintiff's and Class Members' Private Information as evidenced by its  
7 notification of the data breach to Plaintiff and Class Members. Specifically, on information  
8 and belief, Defendant did not comply with industry standards, standards of conduct  
9 embodied in statutes like Section 5 of the FTCA, or otherwise protect Plaintiff's and Class  
10 Members' private information as set forth above.

11 87. The data breach was a reasonably foreseeable consequence of Defendant's actions in breach  
12 of these contracts.

13 88. As a result of Defendant's failure to fulfill the data security protections promised in these  
14 contracts, Plaintiff and Class Members did not receive full benefit of the bargain they  
15 entered into, and instead received services that were of a diminished value to that described  
16 in the contracts. Plaintiff and Class Members, therefore, were damaged in an amount at least  
17 equal to the difference in the value between the secure services Defendant promised and the  
18 insecure services received.

19 89. Had Defendant disclosed that its security was inadequate or that it did not adhere to  
20 industry-standard security measures, neither Plaintiff, Class Members, nor any reasonable  
21 person would have entered into the aforementioned contracts with Defendant.

22 90. As a direct and proximate result of the data breach, Plaintiff and Class Members have been  
23 harmed and suffered, and will continue to suffer, actual damages and injuries, including  
24 without limitation the release and disclosure of their Private Information, the loss of control  
25 of their Private Information, the imminent risk of suffering additional damages in the future,  
26 out of pocket expenses, and the loss of the benefit of the bargain they had struck with  
27 Defendant.

**Prayer for Relief**

91. Wherefore, Plaintiff, individually and on behalf of the other members of the Class proposed in this complaint, respectfully requests that the Court enter judgement in favor of Plaintiff and the Class against Defendant, as follows:

- Certifying this action as a class action, with a class as defined above;
- For equitable relief enjoining Defendant from engaging in the wrongful acts and omissions complained of herein pertaining to the misuse and/or disclosure of Plaintiff's and Class Members' Private Information, and from failing to issue prompt, complete and accurate disclosures to Plaintiff and Class Members;
- Awarding compensatory damages to redress the harm caused to Plaintiff and Class Members in the form of, *inter alia*, direct theft, identity theft, expenses for credit monitoring and identity theft insurance, out-of-pocket expenses, anxiety, emotional distress, loss of privacy, and other economic and non-economic harm. Plaintiff and Class Members also are entitled to recover statutory damages and/or nominal damages. Plaintiff's and Class Members' damages were foreseeable by Defendant and exceed the minimum jurisdictional limits of this Court.
- Ordering injunctive relief including, without limitation, (i) adequate credit monitoring, (ii) adequate identity theft insurance, (iii) instituting security protocols in compliance with the appropriate standards and (iv) requiring Defendant to submit to periodic compliance audits by a third party regarding the security of personal identifying information in its possession, custody and control.
- Awarding Plaintiff and the Class Members interest, costs and attorneys' fees; and
- Awarding Plaintiff and the Class such other and further relief as this

1 Court deems just and proper.

2 **Trial by Jury**

3 92. Pursuant to the seventh amendment to the Constitution of the United States of America and  
4 the Constitution of the State of Nevada, Plaintiff is entitled to, and demands, a trial by jury.

5  
6 DATED this 2nd day of September 2022.

7  
8 Respectfully submitted,

9  
10 **Kind Law**

11 /s/ Michael Kind  
12 Michael Kind, Esq.  
13 8860 South Maryland Parkway, Suite 106  
14 Las Vegas, Nevada 89123

15 **Chicago Consumer Law Center, P.C.**

16 /s/ Bryan Paul Thompson  
17 Bryan Paul Thompson (Pro hac Vice Forthcoming)  
18 Robert W. Harrer (Pro hac Vice Forthcoming)  
19 33 N. Dearborn St., Suite 400  
20 Chicago, Illinois 60602  
21 *Attorneys for Plaintiff and on behalf*  
22 *of all others similarly situated*  
23  
24  
25  
26  
27  
28  
29



## DISTRICT COURT CIVIL COVER SHEET

CASE NO: A-22-857862-C

Clark

County, Nevada

Department 3

Case No.

(Assigned by Clerk's Office)

**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

Jay Gelizon

Defendant(s) (name/address/phone):

Samsung Electronics America, Inc.

Attorney (name/address/phone):

Michael Kind

8860 S. Maryland Parkway, Suite 106

Las Vegas, Nevada 89123

702 337-2322 - MK@KINDLAW.COM

Attorney (name/address/phone):

**II. Nature of Controversy** (please select the one most applicable filing type below)**Civil Case Filing Types**

| Real Property                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Torts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Judicial Review/Appeal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Landlord/Tenant</b><br><input type="checkbox"/> Unlawful Detainer<br><input type="checkbox"/> Other Landlord/Tenant<br><b>Title to Property</b><br><input type="checkbox"/> Judicial Foreclosure<br><input type="checkbox"/> Other Title to Property<br><b>Other Real Property</b><br><input type="checkbox"/> Condemnation/Eminent Domain<br><input type="checkbox"/> Other Real Property                                                                                                                                                                                          | <b>Negligence</b><br><input type="checkbox"/> Auto<br><input type="checkbox"/> Premises Liability<br><input type="checkbox"/> Other Negligence<br><b>Malpractice</b><br><input type="checkbox"/> Medical/Dental<br><input type="checkbox"/> Legal<br><input type="checkbox"/> Accounting<br><input type="checkbox"/> Other Malpractice                                                                                                                                                                                                               | <b>Other Torts</b><br><input type="checkbox"/> Product Liability<br><input type="checkbox"/> Intentional Misconduct<br><input type="checkbox"/> Employment Tort<br><input type="checkbox"/> Insurance Tort<br><input type="checkbox"/> Other Tort                                                                                                                                                                                                                                                                         |
| <b>Probate</b><br><i>(select case type and estate value)</i><br><input type="checkbox"/> Summary Administration<br><input type="checkbox"/> General Administration<br><input type="checkbox"/> Special Administration<br><input type="checkbox"/> Set Aside<br><input type="checkbox"/> Trust/Conservatorship<br><input type="checkbox"/> Other Probate<br><b>Estate Value</b><br><input type="checkbox"/> Over \$200,000<br><input type="checkbox"/> Between \$100,000 and \$200,000<br><input type="checkbox"/> Under \$100,000 or Unknown<br><input type="checkbox"/> Under \$2,500 | <b>Construction Defect &amp; Contract</b><br><b>Construction Defect</b><br><input type="checkbox"/> Chapter 40<br><input type="checkbox"/> Other Construction Defect<br><b>Contract Case</b><br><input type="checkbox"/> Uniform Commercial Code<br><input type="checkbox"/> Building and Construction<br><input type="checkbox"/> Insurance Carrier<br><input type="checkbox"/> Commercial Instrument<br><input type="checkbox"/> Collection of Accounts<br><input type="checkbox"/> Employment Contract<br><input type="checkbox"/> Other Contract | <b>Judicial Review</b><br><input type="checkbox"/> Foreclosure Mediation Case<br><input type="checkbox"/> Petition to Seal Records<br><input type="checkbox"/> Mental Competency<br><b>Nevada State Agency Appeal</b><br><input type="checkbox"/> Department of Motor Vehicle<br><input type="checkbox"/> Worker's Compensation<br><input type="checkbox"/> Other Nevada State Agency<br><b>Appeal Other</b><br><input type="checkbox"/> Appeal from Lower Court<br><input type="checkbox"/> Other Judicial Review/Appeal |
| <b>Civil Writ</b><br><input type="checkbox"/> Writ of Habeas Corpus<br><input type="checkbox"/> Writ of Mandamus<br><input type="checkbox"/> Writ of Quo Warrant<br><input type="checkbox"/> Writ of Prohibition<br><input type="checkbox"/> Other Civil Writ                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Other Civil Filing</b><br><input type="checkbox"/> Compromise of Minor's Claim<br><input type="checkbox"/> Foreign Judgment<br><input checked="" type="checkbox"/> Other Civil Matters                                                                                                                                                                                                                                                                                                                                 |

Business Court filings should be filed using the Business Court civil coversheet.

09/02/2022

Date

/s/ Michael Kind

Signature of initiating party or representative

See other side for family-related case filings.